

Exhibit C

Wisconsin Amendment and Pricing Schedule

PSCW OCTOBER 13, 2004 ORDER AMENDMENT TO THE INTERCONNECTION AGREEMENTS

This PSCW October 13, 2004 Order Amendment to the interconnection agreements ("Agreements")(the "Amendment") is being entered into by and between Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin")¹ and MCImetro Access Transmission Services LLC (including the Agreement held by MCImetro as successor in interest to MCI WORLDCOM Communications, Inc. ("collectively, "MCI") .

WHEREAS, SBC Wisconsin and MCI are parties to Agreements that were previously submitted to the Public Service Commission of Wisconsin ("PSCW" or "Commission") for approval, and may have been amended prior to this Amendment;

WHEREAS, the PSCW issued an order ("Order") in Docket 6720-TI-187, effective October 13, 2004, establishing new rates for unbundled network element ("UNE") loops that are included in the Agreements;

WHEREAS, provisions of the Agreements provide for the incorporation into the Agreements of new rates such as those established by the Order; and

NOW, THEREFORE, in consideration of the mutual promises contained herein, the Agreements shall be amended as follows:

1. INTRODUCTION

- 1.1 Unless otherwise defined herein, capitalized terms shall have the meanings assigned to such terms in the Agreement.
- 1.2 To the extent there is a conflict or inconsistency between the provisions of this Amendment and the provisions of the Agreements (including all incorporated or accompanying Appendices, Addenda and Exhibits to the Agreements), the provisions of this Amendment shall control and apply but only to the extent of such conflict or inconsistency.

2. AMENDMENT TO THE AGREEMENT

- 2.1 The Agreement is hereby amended by adding the rates set forth in Attachment A of this Amendment, which rates hereby supersede and replace the corresponding rates that were in the Agreements prior to the Amendment Effective Date.
 - 2.1.1 Intentionally Omitted.
 - 2.1.2 The new rates in Attachment A shall begin to apply on October 27, 2004². The Parties acknowledge and agree that they have, prior to the Amendment Effective Date, performed the true ups necessary to apply the rates retroactively to October 27, 2004 and that no further true-up for these rates is required or appropriate.
- 2.2 Intentionally Omitted.

¹ Wisconsin Bell, Inc., a Wisconsin corporation, offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Wisconsin Bell, Inc. is an indirect wholly owned subsidiary of SBC Communications Inc.

² SBC Wisconsin intends that if any other CLEC in Wisconsin hereafter adopts the Agreement as amended ("Adopting CLEC") pursuant to 47 U.S.C. Section 252(i) the rate changes implemented by this Amendment could only apply under the Agreement prospectively beginning from the date that Agreement (including, as applicable, this Amendment and any other amendment) became effective between the Adopting CLEC and SBC Wisconsin following the Commission's order approving the Adopting CLEC's Section 252(i) adoption or, if absent such Commission approval, the date such Agreement is deemed approved by operation of law ("Section 252(i) Effective Date") and that rate changes could not in any manner apply retroactively prior to the Section 252(i) Effective Date.

2.3 Intentionally Omitted.

3. AMENDMENT EFFECTIVE DATE

3.1 The effective date of this Amendment shall be immediate upon approval of this Amendment by the PSCW under Section 252(e) of the Act or, absent such PSCW approval, the date this Amendment is filed under Section 252(e)(4) of the Act ("Amendment Effective Date"); provided, however, that the rates contained herein shall be applied in accordance with Sections 2.1.2 of this Amendment.

4. TERM OF AMENDMENT

4.1 EXCEPT AS MODIFIED HEREIN, ALL OTHER RATES, TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED. This Amendment will become effective as of the Amendment Effective Date, and will terminate on the termination or expiration of the Agreement.

5. APPLICATION OF FEDERAL REQUIREMENTS AND OBLIGATIONS

5.1 This Amendment is the result of the PSCW's Order and solely addresses rates. Accordingly, no aspect of this Amendment qualifies for portability into any other state under any state or federal statute, regulation, order or legal obligation (collectively "Law"), if any. The entirety of this Amendment and its provisions are non-severable, and are "legitimately related" as that phrase has been understood under Section 252(i) of Title 47, United States Code.

6. RESERVATIONS OF RIGHTS

6.1 In entering into this Amendment, neither Party is waiving, and each Party hereby expressly reserves, any of the rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, including, without limitation, the following actions, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further government review: *Verizon v. FCC*, et. al, 535 U.S. 467 (2002); *USTA, et. al v. FCC*, 290 F.3d 415 (D.C. Cir. 2002) and following remand and appeal, *USTA v. FCC*, 359 F.3d 554 (D.C. Cir. 2004); the FCC's Triennial Review Order (rel. Aug. 21, 2003) including, without limitation, the FCC's MDU Reconsideration Order (FCC 04-191) (rel. Aug. 9, 2004) and the FCC's Order on Reconsideration (FCC 04-248) (rel. Oct. 18, 2004); and the FCC's Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, 16 FCC Rcd 9151 (2001), (rel. April 27, 2001), which was remanded in *WorldCom, Inc. v. FCC*, 288 F.3d 429 (D.C. Cir. 2002).

6.2 The Parties acknowledge that they disagree as to whether it is appropriate to include rates from the Order for DS1 and DS3 loops in Attachment A of this Amendment and that resolution of this issue is, as of the Amendment Effective Date, pending before the Commission. By agreeing to omit these DS1 and DS3 loop rates from this Amendment, MCI is not waiving any arguments it may have that the DS1 and DS3 loop rates should be made available to MCI and specifically reserves all rights to argue that SBC Wisconsin is required to make such DS1 and DS3 loop rates available to MCI as of October 27, 2004. In the event of a Commission order requiring that SBC Wisconsin make the DS1 and DS3 loop rates available to CLECs, the Parties agree to promptly amend the Agreements to reflect the DS1 and DS3 loop rates.

7. MISCELLANEOUS

7.1 This Amendment may be executed in counterparts. On and from the Amendment Effective Date, reference to the Agreement in any notices, requests, orders, certificates and other documents shall be deemed to include this Amendment, whether or not reference is made to this Amendment, unless the context shall be otherwise specifically noted.

7.2 This Amendment constitutes the entire amendment of the Agreement and supersedes all previous proposals, both verbal and written.

IN WITNESS WHEREOF, each Party has caused this Amendment to be executed by its duly authorized representative.

MCImetro Access Transmission Services LLC

Wisconsin Bell, Inc. d/b/a SBC Wisconsin, by SBC Telecommunications, Inc., its authorized agent

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: *For/* President – Industry Markets

Date: _____

Date: _____

FACILITIES-BASED OCN # _____

ACNA _____

ATTACHMENT A: WISCONSIN PRICE SCHEDULE